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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

IN RE: TOYOTA MOTOR CORP.  
UNINTENDED ACCELERATION  
MARKETING, SALES PRACTICES, AND  
PRODUCTS LIABILITY LITIGATION

This document relates to:  
  
ALL CASES

Case No.: 8:10ML2151 JVS (FMOx)

**REDACTED STIPULATED  
PROTECTIVE ORDER  
GOVERNING THE EXCHANGE  
AND HANDLING OF SOURCE  
CODE AND SOURCE CODE  
RELATED MATERIAL**

WHEREAS, to facilitate the production and receipt of information during discovery in the above-captioned litigation (“the Litigation”), the Court entered a Stipulated Protective Order on July 16, 2010 (the “July 16th Stipulated Protective Order”) and subsequently entered the First Amended Protective Order on January 19, 2011 (the “January 19th Protective Order”) for the protection of Confidential and Highly Confidential Materials (as defined therein) that may be produced or otherwise disclosed during the course of this Litigation by any party or non-party; and

WHEREAS, Paragraph 5 of the January 19th Protective Order stated that source code and related materials to be exchanged in the Litigation would be subject to additional forms of protection pursuant to further Order of the Court. To the extent the Parties require special protection for other highly sensitive materials, the Parties reserve the right to seek such protection from the Court prior to production as set forth in Paragraph 5 of the January 19th Protective Order.

WHEREAS, on February 25, 2011, March 15, 2011, and March 22, 2011, the Court held hearings on the issues of source code protection and provided the Parties with further guidance on the protection of source code and source code related material and the protocol for review.

1 Accordingly, IT IS HEREBY ORDERED that the terms and conditions of this  
2 Stipulated Protective Order shall govern the exchange and handling of source code  
3 and source code related materials in the Litigation:

4 1. **Definitions:** For purposes of this Order, “source code” means human-  
5 readable text files used as input to computer programs that generate machine-readable  
6 files, including, but not limited to, files containing program text in “C”, “C++”,  
7 assembler, VHDL, Verilog, and digital signal processor (DSP) programming  
8 languages. Source code further includes “make” files, link files, and other human-  
9 readable text files used in the generation or building of software directly executed on a  
10 microprocessor, microcontroller, or DSP. Source code further includes binary  
11 executable files and object code files. Further, as used herein, “Producing Party” shall  
12 refer to the parties to this Litigation that make available for review or produce source  
13 code and source code related material, and “Receiving Party” shall refer to the parties  
14 to this Litigation that are granted access to, review, or receive such information. For  
15 purposes of this Order, “source code related material” means any material that  
16 contains, depicts, or reflects “source code” as defined above, including but not limited  
17 to, certain software specifications or any other material that the Producing Party may  
18 make available in connection with Receiving Party’s review of source code. “Source  
19 code related material” also means all software, analytical tools, programming,  
20 instruction or other material or assistance provided by the Producing Party to the  
21 Receiving Party to assist in analysis of the source code. The specific materials that the  
22 Producing Party will provide will be set forth in a Response to a Request for  
23 Production from the Receiving Party. Notwithstanding these definitions, neither party  
24 waives any rights to object to requests for production of specific source code or source  
25 code related material or responses thereto. For purposes of this Order, a “line of  
26 code” means single discrete line of source code as shown in the original source code  
27 in native format.

1           2.     **“Highly Confidential – Source Code” Designation:** Any Producing  
2 Party, at its sole discretion, may designate source code and source code related  
3 material as “Highly Confidential – Source Code” if the Producing Party reasonably  
4 believes that the disclosure of the information would create a substantial risk of  
5 competitive, business, or other material injury to the Producing Party.

6           3.     **Security and Means of Inspection of “Highly Confidential - Source**  
7 **Code” Information:** Unless otherwise agreed to in writing between the Producing  
8 Party and the Receiving Party, if information designated as “Highly Confidential -  
9 Source Code” is to be made available for review or inspection, it shall only be  
10 provided for review, upon written request and after reasonable notice, in the manner  
11 set forth as follows:

12 Information designated as “Highly Confidential – Source Code” shall be placed

13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]

20 at a secure location agreed to by the Parties (the “Secure Facility”).

21           *a.     Security Personnel and Access to Secure Room*

22 The Secure Facility and Secure Room will be

23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]

[REDACTED]

and will only allow authorized individuals, as set forth in Paragraph 4 herein, to enter.

[REDACTED]

[REDACTED]

By signing onto the “Agreement Concerning Source Code Information Covered by Protective Order” attached hereto as Exhibit A to this Order, the Receiving Party

1 and their representatives, experts, and consultants consent to such monitoring and any  
2 other monitoring set forth in this order.

3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
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23 [REDACTED]  
24 [REDACTED]  
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[REDACTED]

[REDACTED]

*d. Safe*

The Secure Room will contain a secured

(the "Safe"). The Safe will be

The Safe will

be used only in the manner expressly set forth herein; namely,

[REDACTED]



1 [REDACTED]  
2 [REDACTED]  
3 ***e. Additional Duties and Replacement of Neutral System Administrator***

4 The Neutral System Administrator and security personnel will be from separate  
5 companies. In addition to the duties set forth above, the Neutral System  
6 Administrator's responsibilities will include [REDACTED]  
7 [REDACTED] performing routine system maintenance and patching,  
8 rebooting, restoration and recovery, maintenance and repair of the hardware (e.g.,  
9 monitors, computer, printer), logging all system administration actions and activities,  
10 and working with both the Producing Party's and Receiving Party's I.T. professionals  
11 to correct technical problems and implement any modifications to the system agreed  
12 to by both the Producing Party and the Receiving Party. In light of the possible length  
13 of the Receiving Party's review of the source code, at either Party's request, the  
14 Parties will agree to confer and select replacement or additional Neutral System  
15 Administrators as reasonably needed.

16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 ***g. No Copies of Code***

23 The Receiving Party cannot make electronic copies of any Highly Confidential -  
24 Source Code information except for purposes of electronically moving the Highly  
25 Confidential - Source Code material from the [REDACTED]  
26 [REDACTED] for purposes of review and analysis as set forth in  
27 Paragraph 4 herein during active review and analysis. Upon the Receiving Party's  
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1 completion of review and analysis of the code, such code will be erased from the  
2 [REDACTED] by the Receiving Party unless required for inclusion in the final work  
3 product as set forth in Paragraph 9 below. The Receiving Party cannot make any hard  
4 copies of such source code information other than as expressly set forth herein in  
5 Paragraphs 6 and 7.

6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]

14 *i. Hours of Operation*

15 The Secure Room shall be made available to the Receiving Party in two shifts [REDACTED]  
16 [REDACTED], Monday through  
17 Friday (excluding U.S. holidays and when TMC is closed), and in one shift [REDACTED]  
18 [REDACTED] on Sunday (excluding U.S. holidays and when TMC is  
19 closed), until the close of discovery in the Litigation. The door to the Secure Room  
20 will remain locked when not in use for review as set forth in this Order.

21 *j. Inspection and Set Up*

22 The Parties shall have the mutual right to inspect and examine all components of the  
23 security and analytical systems [REDACTED]  
24 [REDACTED]  
25 [REDACTED] The Receiving  
26 Party shall have the right to visually inspect [REDACTED]  
27 [REDACTED]

1 [REDACTED] The Parties will select and mutually agree on a  
2 neutral party (distinct from the Neutral System Administrator) to test the [REDACTED]

3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 The neutral party will not disclose to the Receiving Party,  
9 or any other party, any information [REDACTED]  
10 [REDACTED].

11 4. **Access to “Highly Confidential – Source Code” Information:** Subject to the  
12 limitations set forth in this Paragraph, the Receiving Party may designate certain  
13 experts or consultants in the aggregate during the Litigation to have access to the  
14 Secure Facility for inspection of information designated as “Highly Confidential –  
15 Source Code.” Any such experts or consultants must sign the “Agreement  
16 Concerning Source Code Information Covered by Protective Order” attached hereto as  
17 Exhibit A and must otherwise meet the requirements of Paragraph 11(c) and 12 of the  
18 January 19th Protective Order. In addition, the Receiving Party may designate certain  
19 outside counsel of record in this Litigation in aggregate as defined and limited in  
20 Paragraph 11(b) of the January 19th Protective Order who may have access to the  
21 Secure Facility for inspection of information designated as “Highly Confidential –  
22 Source Code.” Notwithstanding the above, no more than a total of [REDACTED]  
23 consultants meeting the criteria of Paragraphs 11(b), 11(c), and 12 of the January 19th  
24 Protective Order identified by the Receiving Party and the five (5) Co-Lead Counsel  
25 for Plaintiffs as a group shall have access to the Secure Facility for inspection of  
26 information designated as “Highly Confidential – Source Code” in aggregate during  
27 the Litigation pursuant to this Paragraph. Other than the individuals designated  
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1 herein, no other individual or entity shall be granted access to information designated  
2 as Highly Confidential – Source Code, including without limitation sharing attorneys  
3 pursuant to Paragraph 13 of the First Amended Protective Order, except as expressly  
4 authorized by the Producing Party.

5 At least ten (10) days prior to the date on which access is sought to the Secure  
6 Facility, the Receiving Party's counsel shall provide to counsel for the Producing  
7 Party the names of any individual, including attorneys, seeking such access for the  
8 first time, and the Producing Party shall have the right to object to such access before  
9 granting access to the Secure Facility. During the pendency of this ten (10) day notice  
10 period, no listed individual shall have access to the Secure Facility. If an objection to  
11 any specific individual is made, that individual shall not have access to the Secure  
12 Facility until resolution of such objection. Individuals who have been previously  
13 granted access to the Secure Facility according to this Paragraph 4 may access it,  
14 without further approval, although the Producing Party [REDACTED]

15 [REDACTED] If the Receiving Party wishes to substitute  
16 the name of a previously disclosed individual seeking access to the Secure Facility for  
17 another individual pursuant to this Paragraph, the Receiving Party shall provide notice  
18 to the Producing Party five (5) days prior to the date on which access is sought to the  
19 Secure Facility. The Producing Party shall have the right to object to such access  
20 before granting access to the Secure Facility. Consent, however, will not be  
21 unreasonably withheld. During the pendency of this five (5) day notice period, the  
22 substituted individual shall not have access to the Secure Facility. If an objection to  
23 any specific individual is made, that individual shall not have access to the Secure  
24 Facility until resolution of such objection by the Court. During the Litigation, the  
25 Receiving Party shall in no event grant access to the Secure Room to more than  
26 [REDACTED] specifically named individuals in the aggregate.

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 Individuals granted access to Highly Confidential - Source Code information shall not  
5 have the right to, and agree [REDACTED]  
6 [REDACTED]  
7 [REDACTED]

8 [REDACTED] except as specifically set forth herein.

9 The Neutral System Administrator will monitor the Secure Room as set forth above in  
10 Paragraph 3, [REDACTED]  
11 [REDACTED]  
12 [REDACTED]

13 [REDACTED] Both the Producing Party and the Receiving  
14 Party will have access to the [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]

18 The Parties will [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]

22 The Producing Party will not have access to the  
23 Receiving Party's work product. After meeting and conferring with the Producing  
24 Party, the Receiving Party may [REDACTED]  
25 [REDACTED]

26 **5. Searching of "Highly Confidential – Source Code" Information by**  
27 **Receiving Party:** The Receiving Party (including the experts or consultants who may  
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1 inspect information designated as “Highly Confidential - Source Code” pursuant to  
2 the provisions of this Order) may, to the extent necessary, request that the Neutral  
3 System Administrator load searching or analytical tools for inspection of the source  
4 code [REDACTED] in the presence of the Producing Party and Receiving Party  
5 with the advice and assistance of either Party as needed, so long as the searching or  
6 other analytical tools for inspection of the source code are identified and disclosed  
7 and, with respect to tools that are not commercially available, a CD or DVD  
8 containing such software tools is provided by the Receiving Party to the Producing  
9 Party, at least five (5) business days in advance of the date upon which the Receiving  
10 Party wishes to have the additional software tools available for use. During the  
11 pendency of this five (5) business day notice period, the disclosed searching or  
12 analytical tools will not [REDACTED]. If an objection to any specific  
13 tool is made, that tool may not [REDACTED] until resolution of such  
14 objection by the Parties or the Court if the Parties are unable to resolve the dispute  
15 themselves. If there is no objection after the expiration of the five (5) business day  
16 period, the Neutral System Administrator [REDACTED] in the  
17 presence of the Producing Party and Receiving Party, and the Receiving Party may  
18 use the tools to assist in its review and searching of Highly Confidential – Source  
19 Code information provided that such software tools are reasonably necessary for the  
20 Receiving Party to perform its review of the Highly Confidential – Source Code  
21 information consistent with all of the protections herein. All searching or analytical  
22 tools used pursuant to this Paragraph must be consistent with the security purposes of  
23 this Protective Order and, for example, [REDACTED]

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[REDACTED]



6. **Notes by Receiving Party:** If the Receiving Party (including the experts or consultants who may inspect information designated as “Highly Confidential – Source Code” pursuant to the provisions of this Order) desires to take notes while inspecting the source code or source code related material, all such notes will be taken in standard bound engineering notebooks with consecutively numbered pages

as set forth Paragraph 7.

Any notes prepared or based on an examination of Highly Confidential – Source Code information shall be accorded the same protected status and confidentiality as the underlying Highly Confidential – Source Code information from which they are made,



1 must be labeled as such by the Receiving Party, must be maintained [REDACTED]

2 [REDACTED]  
3 [REDACTED], and shall be subject to all of the terms of  
4 this Protective Order. The Producing Party shall not be responsible for any items left  
5 outside the Safe in the room following each inspection session.

6 Other than as expressly provided in Paragraph 7 herein, the Receiving Party will not  
7 copy, remove, or otherwise transfer any Highly Confidential - Source Code material  
8 from [REDACTED]

9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED] The Receiving Party will not transmit any Highly  
13 Confidential - Source Code information in any way from the Secure Room in any  
14 manner except as expressly provided herein. To the extent that the Producing Party  
15 reasonably believes that the Receiving Party (including the experts or consultants who  
16 may inspect information designated as "Highly Confidential – Source Code" pursuant  
17 to the provisions of this Order) is violating any provision of this Paragraph, the  
18 Producing Party will have the right to seek immediate relief from the Court, including,  
19 but not limited to, revoking or limiting the Receiving Party's access to the Highly  
20 Confidential – Source Code information and compensation for the economic harm  
21 resulting from the Receiving Party's violation of this Protective Order.

22 The Parties acknowledge that under the attorney work product doctrine, either  
23 Party may apply to the Court for relief for any voluntary and deliberate disclosures to  
24 the public by the other Party, or that Party's agents or representatives, of that Party's  
25 attorney work product covered by this Order. If such a disclosure occurs, either Party  
26 shall have the right to seek immediate relief, including but not limited to, disclosure of  
27 all or part of the other Party's related attorney work product, as well as, loss of any

1 applicable privilege protecting such work product from discovery. Nothing in this  
2 provision is intended to affect the right of either party to oppose any such relief. It is  
3 the Producing Party's position that if such a disclosure relates to opinions of the  
4 Receiving Party's experts or lawyers regarding analysis of the Producing Party's  
5 Highly Confidential – Source Code information, the Producing Party may ask the  
6 Court for cessation of the source code analysis, quarantine of the Secure Facility, and  
7 any other relief as deemed appropriate by the Court. It is Receiving Party's position  
8 that under this same principle, Receiving Party may seek similar orders from the Court  
9 if Producing Party (including a Producing Party lawyer, employee, or expert),  
10 publically discloses attorney work product opinions about source code analysis by  
11 either Party. Producing Party reserves the right to oppose any such relief. Nothing in  
12 this Order shall affect, limit or modify the rights to the Parties under F. R. Civ. P. 26  
13 and F. R. Evid. 502 to maintain the confidentiality of attorney work product and  
14 communications and materials relating to their respective experts.

15 **7. Source Code [REDACTED] Protocol:** The Producing Party shall [REDACTED]

16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 The only data permitted to leave the [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]

26 [REDACTED] marked as HIGHLY CONFIDENTIAL –  
27 [REDACTED]

28 SOURCE CODE. The Producing Party's [REDACTED]

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 The Receiving Party [REDACTED] as are  
9 reasonably necessary to serve the aforementioned purposes. The Receiving Party may  
10 [REDACTED]  
11 in the Secure Room. At the close of each review day, [REDACTED]  
12 [REDACTED]  
13 Upon the Receiving Party's [REDACTED]  
14 [REDACTED]  
15 The Receiving Party shall keep [REDACTED]  
16 Highly Confidential - Source Code in the Secure Room only for the minimum amount  
17 of time [REDACTED] required for analysis. The Receiving Party shall [REDACTED]  
18 [REDACTED] Highly Confidential - Source Code immediately after  
19 [REDACTED] needed for analysis. During the time that [REDACTED]  
20 needed for analysis, [REDACTED] The Producing  
21 Party shall have the right to notify the Court and to seek remedies if the Producing  
22 Party has reason to believe that the Receiving Party is [REDACTED] longer than  
23 customarily necessary for review and analysis.

24 At the close of each review day, the Receiving Party [REDACTED]

25 Neutral System Administrator [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

1 [REDACTED]  
2 [REDACTED] The Producing Party and  
3 Receiving Party shall be entitled to [REDACTED] request to the Neutral  
4 System Administrator.

5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED] the Neutral System Administrator as set forth herein. The  
8 [REDACTED]  
9 [REDACTED]

10 [REDACTED] To the extent the Producing Party has a  
11 good faith basis to believe that the [REDACTED]  
12 [REDACTED] is inconsistent with the provisions set forth herein, the Producing Party  
13 may seek immediate relief from the Court, including, but not limited to, revoking or  
14 limiting the Receiving Party's access to Highly Confidential – Source Code, and  
15 compensation for the economic harm resulting from the Receiving Party's violation of  
16 the Protective Order.

17 Except as provided herein, absent express written permission from the Producing  
18 Party, the Receiving Party [REDACTED]

19 [REDACTED]  
20 [REDACTED] pursuant to the terms of this Order for use in any manner  
21 (including by way of example only, the Receiving Party may not [REDACTED]  
22 [REDACTED]

23 [REDACTED] shall not be  
24 included in correspondence between the Parties (references to production numbers  
25 shall be used instead), and shall be omitted from pleadings and other papers whenever  
26 possible, except as expressly set forth in Paragraph 10 herein.

27 **8. Use of Highly Confidential – Source Code Information**

1 Highly Confidential – Source Code information shall be used solely for  
2 purposes of the Litigation as set forth herein. No person shall review or analyze  
3 Highly Confidential – Source Code information for purposes unrelated to this  
4 Litigation, nor may any person use any knowledge gained as a result of reviewing  
5 Highly Confidential – Source Code information in any other pending or future  
6 dispute, proceeding, patent prosecution, or litigation.

7 **9. Expert Reports**

8 The Receiving Party [REDACTED] its final expert  
9 report pursuant to the [REDACTED] protocol set forth in Paragraph 7 herein, however,  
10 [REDACTED]. Before the final expert report is [REDACTED]  
11 [REDACTED] by the Receiving Party, [REDACTED]  
12 [REDACTED] of no more than ten (10) business days.

13 [REDACTED]  
14 [REDACTED] or otherwise designated under the  
15 January 19<sup>th</sup> Protective Order, and the Receiving Party [REDACTED]

16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED] the Producing  
20 Party may apply to the Court to seek relief, including, but not limited, to relief set  
21 forth in Paragraph 7. No [REDACTED]  
22 [REDACTED] until agreement has been reached on [REDACTED]  
23 [REDACTED] or until any dispute that has been raised with the  
24 Court is resolved by the Court. After any issues raised during the ten (10) day review  
25 are resolved by the Court and/or agreement, the parties will meet and confer [REDACTED]  
26 [REDACTED]  
27 [REDACTED]

1 [REDACTED]  
2 [REDACTED] pursuant to this and/or the  
3 January 19th Protective Order. Notwithstanding the requirement to meet and confer  
4 [REDACTED] the security measures will  
5 include, but will not be limited to, the following measures in this Paragraph. Any  
6 final report that leaves the Secure Facility [REDACTED]  
7 [REDACTED]  
8 [REDACTED] and pursuant to the  
9 January 19<sup>th</sup> Protective Order.

10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]

1 [REDACTED]  
2 [REDACTED]  
3 **10. Court Filings and Depositions:**

4 If a Party reasonably believes that it needs to submit a portion of Highly  
5 Confidential - Source Code material as part of a filing with the Court, the Parties shall  
6 meet and confer as to how to make such a filing while protecting the confidentiality of  
7 the Highly Confidential - Source Code and such filing will not be made absent  
8 agreement from the Producing Party that the confidentiality protections will be  
9 adequate. If the Producing Party agrees to produce an electronic copy of all or any  
10 portion of its Highly Confidential - Source Code material or provide written  
11 permission to the Receiving Party that an electronic or any other copy needs to be  
12 made for a court filing, the Receiving Party's communication and/or disclosure of  
13 electronic files or other materials containing any portion of Highly Confidential -  
14 Source Code (paper or electronic) shall at all times be limited solely to individuals  
15 who are expressly authorized to view Highly Confidential - Source Code under the  
16 provisions of this Order, with, for purposes of a court filings, the addition of  
17 individuals listed in Paragraph 11(a) of the January 19th Protective Order.

18 For depositions, the Receiving Party [REDACTED]

19 [REDACTED] Rather, at least five (5) business days  
20 before the date of the deposition, the Receiving Party shall notify the Producing Party  
21 about the specific portions of Highly Confidential - Source Code material it wishes to  
22 use at the deposition, and the Producing Party shall bring [REDACTED] those  
23 portions to the deposition for use by the Receiving Party. [REDACTED]

24 [REDACTED] marked as deposition exhibits shall not  
25 be provided to the court reporter or attached to deposition transcripts; rather, the  
26 deposition record will identify the exhibit by its production numbers. [REDACTED]

27 [REDACTED] deposition shall  
28

1 be returned to the Producing Party and securely destroyed in a timely manner  
2 following the deposition.

3       **11. Other Protections:** Information designated as “Highly Confidential –  
4 Source Code” pursuant to the terms of this Order is also entitled to the protections of  
5 the January 19th Protective Order for material designated as “Highly Confidential”  
6 and all other applicable provisions thereof. This Order is intended to provide  
7 additional specific protections related to the handling, review of, and access to highly  
8 confidential source code and source code related material designated as “Highly  
9 Confidential – Source Code,” and it shall govern all issues unique to the handling,  
10 review of, and access to such materials.

11       **12. Violations of Protective Order:** In the event that any person or party  
12 should violate the terms of this Protective Order, the aggrieved Producing Party  
13 should apply to the Court to obtain relief against any such person or party violating or  
14 threatening to violate any of the terms of the Protective Order. Further, if the  
15 monitoring mechanisms set forth herein identify any actual or potential violation of  
16 this Order by the Receiving Party, the Producing Party may apply for, inter alia,  
17 immediate injunctive relief from the Court. In the event that the aggrieved Producing  
18 Party seeks injunctive relief, it must petition the District Judge for such relief, which  
19 may be granted at the sole discretion of the District Judge. The Parties and any other  
20 person subject to the terms of this Protective Order agree that this Court shall retain  
21 jurisdiction over it and them for the purpose of enforcing this Protective Order.

22       **13. Source Code and Source Code Material Produced as Part of the**  
23 **NHTSA/NASA Report:** The National Highway Traffic Safety Administration  
24 (“NHTSA”)/National Aeronautics and Space Administration (“NASA”) Report  
25 released February 8, 2011 includes Highly Confidential - Source Code Materials.  
26 Portions of the report were redacted from the publically available report by  
27 NASA/NHTSA pursuant to statutory confidentiality provisions. Any information  
28



1 related to source code or source code material prepared in connection with the  
2 NASA/NHTSA report may be designated as HIGHLY CONFIDENTIAL – SOURCE  
3 CODE and will be entitled to the protections and protocol set forth in this Order. The  
4 Producing Party is producing in this Litigation all specific previously redacted  
5 portions of the report unredacted but designated as HIGHLY CONFIDENTIAL –  
6 SOURCE CODE and, as such, that information shall be entitled to the protections in  
7 this Order. [REDACTED]

8 [REDACTED]  
9 [REDACTED]  
10 when not in use. Only the up to [REDACTED] consultants and the [REDACTED]  
11 [REDACTED] disclosed and approved pursuant to Paragraph 4  
12 herein for access to the HIGHLY CONFIDENTIAL – SOURCE CODE material shall  
13 have access to the report [REDACTED]. The report, or the [REDACTED]  
14 thereof, cannot be shared or otherwise disclosed to any individual other than the  
15 individuals specified in this Paragraph. Prior to the development of the Secure Room,  
16 a [REDACTED] will be made available [REDACTED]

17 [REDACTED]  
18 [REDACTED] of the HIGHLY CONFIDENTIAL  
19 –SOURCE CODE NHTSA/NASA report to [REDACTED]

20 [REDACTED]  
21 [REDACTED]  
22 cannot be shared or otherwise disclosed to any individual other than the up to [REDACTED]  
23 [REDACTED] consultants who have received approval for access to HIGHLY  
24 CONFIDENTIAL – SOURCE CODE material pursuant to Paragraph 4 herein as set  
25 forth above [REDACTED]

1 The Producing Party will provide [REDACTED]

2 [REDACTED]  
3 The reports should be [REDACTED]

4 [REDACTED] and should never be available or  
5 accessible to the general public or any others who are not authorized to view the  
6 contents in unredacted form. No copy should ever [REDACTED]  
7 [REDACTED]

8 The Producing Party will provide [REDACTED] of the HIGHLY  
9 CONFIDENTIAL –SOURCE CODE NHTSA/NASA report [REDACTED]

10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED] cannot be shared or otherwise disclosed to any individual other than the up to  
13 [REDACTED] reviewing consultants who have received approval for access to HIGHLY  
14 CONFIDENTIAL – SOURCE CODE material pursuant to Paragraph 4 herein as set  
15 forth above and the [REDACTED].

16 [REDACTED] shall retain [REDACTED] in a [REDACTED]  
17 and provide [REDACTED] the Producing Party prior to receiving [REDACTED]

18 The Producing Party [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED] and should never be  
22 available or accessible to the general public or any others who are not authorized to  
23 view its contents in unredacted form. [REDACTED]  
24 [REDACTED]

25 Both the [REDACTED] prepared by the Producing  
26 Party shall be [REDACTED]  
27 [REDACTED]

1 [REDACTED]  
2 14. **Technical Modifications:** If technical considerations require  
3 modification of the system architecture or security protocol set forth herein, the  
4 Parties may by mutual agreement agree to make technical modifications in keeping  
5 with the security objectives of this Protective Order.

6 15. **Conclusion of Litigation:** Within thirty (30) days after receiving notice  
7 of the entry of an order, judgment or decree finally disposing of this Litigation, all  
8 persons having received or maintained Highly Confidential – Source Code material,  
9 including any notes designated as such pursuant to Paragraph 6 herein, shall return  
10 such material and all copies thereof to counsel for the Producing Party and certify that  
11 fact to counsel for the Producing Party in writing by sworn statement. Counsel of  
12 record shall make arrangements for the return of Highly Confidential – Source Code  
13 material that counsel of record provided or made available to any persons in  
14 Paragraphs 11(a), (b), or (c) of the January 19<sup>th</sup> Protective Order, except the Court,  
15 court personnel and court reporters. All Highly Confidential – Source Code material  
16 returned to the parties or their counsel by the Court shall likewise be returned to each  
17 Producing Party in accordance with this Paragraph.

18 Dated: March 30, 2011

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20

James V. Selna  
United States District Judge





**EXHIBIT A**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

In Re: Toyota Motor Corp.	)	CASE NO.: 8:10ML2151 JVS (FMOx)
Unintended Acceleration	)	
Marketing, Sales Practices, and	)	AGREEMENT CONCERNING
Products Liability Litigation	)	SOURCE CODE AND SOURCE
	)	CODE RELATED MATERIAL
This document relates to:	)	COVERED BY STIPULATED
	)	PROTECTIVE ORDER
ALL CASES	)	

I, \_\_\_\_\_, hereby acknowledge that I have received a copy of the Stipulated Protective Order Governing the Exchange and Handling of Source Code and a copy the January 19th, 2011 Protective Order entered in this action (Case No. 8:10ML2151 JVS (FMOx) by the United States District Court for the Central District of California, Southern Division (collectively, hereinafter, “the Source Code Protective Order”).

I have either read the Source Code Protective Order or have had the terms of the Protective Order explained to me by my attorney.

I understand the terms of the Source Code Protective Order and agree to comply with and to be bound by such terms.

If I review or receive documents or information designated as “Highly Confidential – Source Code,” I understand that such information is provided to me pursuant to the terms and restrictions of the Source Code Protective Order.

1 I agree to hold in confidence and not further disclose or use for any  
2 purpose (other than is permitted by the Source Code Protective Order) any  
3 information disclosed to me pursuant to the terms of the Source Code  
4 Protective Order.

5 I hereby submit myself to the jurisdiction of the United States District  
6 Court for the Central District of California for resolution of any matters  
7 pertaining to the Source Code Protective Order.

8 My address is \_\_\_\_\_

9  
10 My present employer is \_\_\_\_\_

11 Dated: \_\_\_\_\_

12  
13 Signed: \_\_\_\_\_

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